

Requisition # A-288970

**Project: Repair/Replace
Guardrail & Terminals**

INTENTION TO RESPOND
No Fax Cover Sheet Is Required

FAX BACK:

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

FAX TO: 208-334-8824

Bid Closes On: November 10, 2004
2:00 P.M., MST

Please check all that apply

_____ Company intends to prepare and submit a proposal to the requisition listed above.

_____ Company does not plan to respond.

_____ Company plans to attend Bid Opening.

_____ Other Message/Comments: _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Person _____

(Please Print)

Phone # _____ Fax # _____

IDAHO DEPARTMENT OF TRANSPORTATION

REQUEST FOR QUOTATION

Idaho Transportation Department
Supply Services Purchasing Section
3311 West State Street
Boise, Idaho 83703

Date: October 18, 2004

REQUISITION #: A-288970

SEALED BIDS WILL BE RECEIVED AND OPENED AT 2:00 P.M. MST ON November 10, 2004 at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor for the **Repair and Replacement of Guardrail and Terminals**, as directed at the designated areas in **Northern Idaho** as per the specifications contained in the above requisition. A pre-bid walk through is not required. Contractors can direct specification questions to Jon Harwood at (208) 772-1225.

The State contractors License Board shall license bidders in the State of Idaho
Public Works Contractors License # _____

Contact Rod Becker, Purchasing Agent at (208) 334-8087 for Bid Requirements and Clarification.
FOR BID RESULTS, PLAN HOLDERS LIST CALL (208) 334-8872.

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Requisition #: A-288970
Bid Closing Date: November 10, 2004
Item Bidding: Repair/Replacement of Guardrail & Terminals

Mailing Address

Idaho Transportation Department
Supply Services Purchasing Section
P.O. Box 7129
Boise, Idaho 83707-1129

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contractors Signature/Authorized Signature: _____

Printed Signature

THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR BID PROPOSAL DOCUMENTS.

INVITATION TO BID

ALL sealed Bids will be received and opened on November 10, 2004 @ 2:00 PM MST at the Idaho Transportation Department, Supply Services Purchasing Section located at 3311 West State Street, Boise, Idaho. Bidders and other interested parties are invited to be present at the bid opening. This is to furnish all materials, equipment and labor for the **Repair and Replacement of Guardrail and Terminals**, as directed in the designated areas in **Northern Idaho**, as per the specifications contained in requisition number **A-288970**. Specification questions can be directed to Jon Harwood at (208) 772-1225.

PUBLIC WORKS LICENSE REQUIRED

No bid will be considered unless accompanied by an acceptable guaranty in an amount not less than five percent (5%) of the total amount of the bid. This guaranty must be in the form of a certified check or a cashier's check drawn on an Idaho bank, made payable to the Idaho Transportation Department, or a bidder's bond. Surety will be forfeited in the event of failure to sign the contract.

The Idaho Transportation Department reserves the right to reject all bids or to accept the bid deemed best for the State of Idaho.

Dated this **13th day of October**

ROD BECKER, PURCHASING AGENT
IDAHO TRANSPORTATION DEPARTMENT

Copies of **Bid Proposals, Bid Results and Plan Holders List**, may be obtained by contacting the Idaho Transportation Department, Supply Services Section, (208) 334-8872, (3311 West State Street – Boise, ID 83703) or by contacting your local Plan Room.

PUBLISH: 10/18-22

REVISED 4/01

IMPORTANT NOTICE

BIDDERS, PLEASE NOTE

The following documents must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

- 1.) **“Request for Quotation”** (1ST Page of Bid Packet) -
 - Public Works License Number must be inserted
 - Page must be signed with an original signature
- 2.) Proposal
Individual, Partnership, or Corporation

One of three, depending upon company structure, MUST be completed, signed and notarized
- 3.) Bidder must complete Bid Schedule
- 4.) Bidder must complete Domicile Form
- 5.) (IF REQUIRED) Subcontract form SC-1 Must be returned
- 6.) A 5% Bidders Bond or Cashier's Check
- 7.) **All Addendum's** Must be Signed and returned with your Bid Proposal
It is the Bidders responsibility to verify if addendum(s) were issue
- 8.) **ALL BIDS** must be submitted in a sealed enveloped, with the Requisition Number, and Bid Closing Date, and Project Name, clearly marked on the outside of the envelope.

DOMICILE

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-234B - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in their domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: _____

STATE OF DOMICILE: _____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!

Idaho Transportation District One
Guardrail and Terminal Service Agreement

SUMMARY OF WORK

The work of this contract is intended to provide the Idaho Transportation Department (ITD) with available contractors (the Contractor) to perform guardrail and terminal end installation along with repair service for both metal and concrete guardrail within the Idaho counties of Boundary, Bonner, Benewah, Kootenai, and Shoshone.

Service work will include, but is not limited to insurance and other directed work on wood and metal guard rail posts, straightening or replacing metal and concrete guardrail sections including terminal end treatments.

The sites covered in this service agreement have been constructed and maintained under applicable code requirements. The Contractor will maintain the integrity of the sites as it applies to these code requirements and current Idaho Transportation Department's Standard Drawings and Specifications.

On new installations, the Contractor shall have 45 working days to complete the project.

When structurally damaged, the Contractor will repair or replace guardrail in accordance with the time frames allotted in the ITD Maintenance Manual. These time frames are defined as:

- Level 1 Highways – Repair or replace within 15 days (I-90)
- Level 2 Highways – Repair or replace within 30 days (US2; US95; etc.)
- Level 3 Highways – Repair or replace within 90 days (SH1; SH54; etc.)

Liquidated damages will be assessed in the amount of \$100/day for all working days exceeding the time frames listed above.

The contractor shall have ready access to all repair and replacement materials necessary to affect all repairs within the time frames listed above.

To expedite the repair work or when damages present a concern for public safety, ITD retains the right to provide some or all repair/replacement guardrail materials to the Contractor. Any such ITD-supplied materials will be described in the "Notice to Proceed" at the time repair work is requested of the Contractor by ITD.

The contractor shall have an Idaho Public Works License and shall have sufficient personnel, materials, equipment, tools, transportation, and supplies to complete the work in accordance with the terms of this agreement.

The contractor shall provide a safe work zone while working in the highway right-of-way. All traffic control shall comply with the latest edition of the (MUTCD) Manual for Uniform Traffic Control Devices. When traffic control plans are required, approval from the ITD must be obtained prior to implementation.

INSURANCE REQUIREMENTS:

The Contractor must carry insurance meeting the requirements of Section 107.10 of the Idaho Transportation Department Standard Specifications for Highway Construction 2004 edition.

BID PROPOSAL/SCHEDULE

The Bidder, in compliance with this invitation for bid for a Guardrail and Terminal Service Agreement for the Idaho Transportation District 1, 600 W Prairie Avenue, Coeur d'Alene ID 83815, having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the maintenance of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, traffic control, materials and supplies, and to provide the service in accordance with the Contract Documents, within the time set forth therein, and at the prices stated. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract upon receipt of a written "Notice to Proceed" of the Owner and to expeditiously complete the work. The term of this contract will be for one year, with 3 one year renewal options, when agreed upon by both the Contractor and the Idaho Transportation Department.

Hourly Rates for Labor:

Regular work hours Monday through Friday (Regular Rate)

Journeyman \$ _____ per hour X 200 hrs* = **A** \$ _____

Apprentice \$ _____ per hour X 200 hrs* = **B** \$ _____

Laborer \$ _____ per hour X 200 hrs* = **C** \$ _____

Hourly Rates for Traffic Control

Flagging \$ _____ per hour X 200hrs* = **D** \$ _____

Variable Message Sign \$ _____ per hour X 200hrs* = **E** \$ _____

Rent Traffic Control Signing \$ _____ per sq. ft. X 128 ft* = **F** \$ _____

Material Cost:

Material and parts will be paid at Contractor's invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at Contractor's invoice cost without any markup. A copy of all invoices must be submitted with billings for any item exceeding \$100.00. The Contractor may be requested to provide invoices for any items at the discretion of ITD.

Cost plus _____ percent

(Percent markup/100+1) X \$10,000* = **G** \$ _____

Total bid amount **A + B + C + D + E + F + G = T** \$ _____

(INSERT THIS TOTAL (T) IN THE BID TABLE ON PAGE 3:)

*The annual labor hours and material costs factors are for bid evaluation only. The actual hours worked in a one year period may vary.

At the discretion of ITD, the Contractor may be requested to provide time cards for any work performed.

For outlying Maintenance sites, ITD agrees to reimburse the Contractor a mileage rate of \$.365 per mile. Starting point for mileage to be Coeur d'Alene District 1 Headquarters Complex located at 600 W. Prairie Ave., Coeur d'Alene, Idaho.

ITD will reimburse the Contractor's administrative cost for subcontractor work at invoice cost plus 10%.

Bidder understands ITD reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

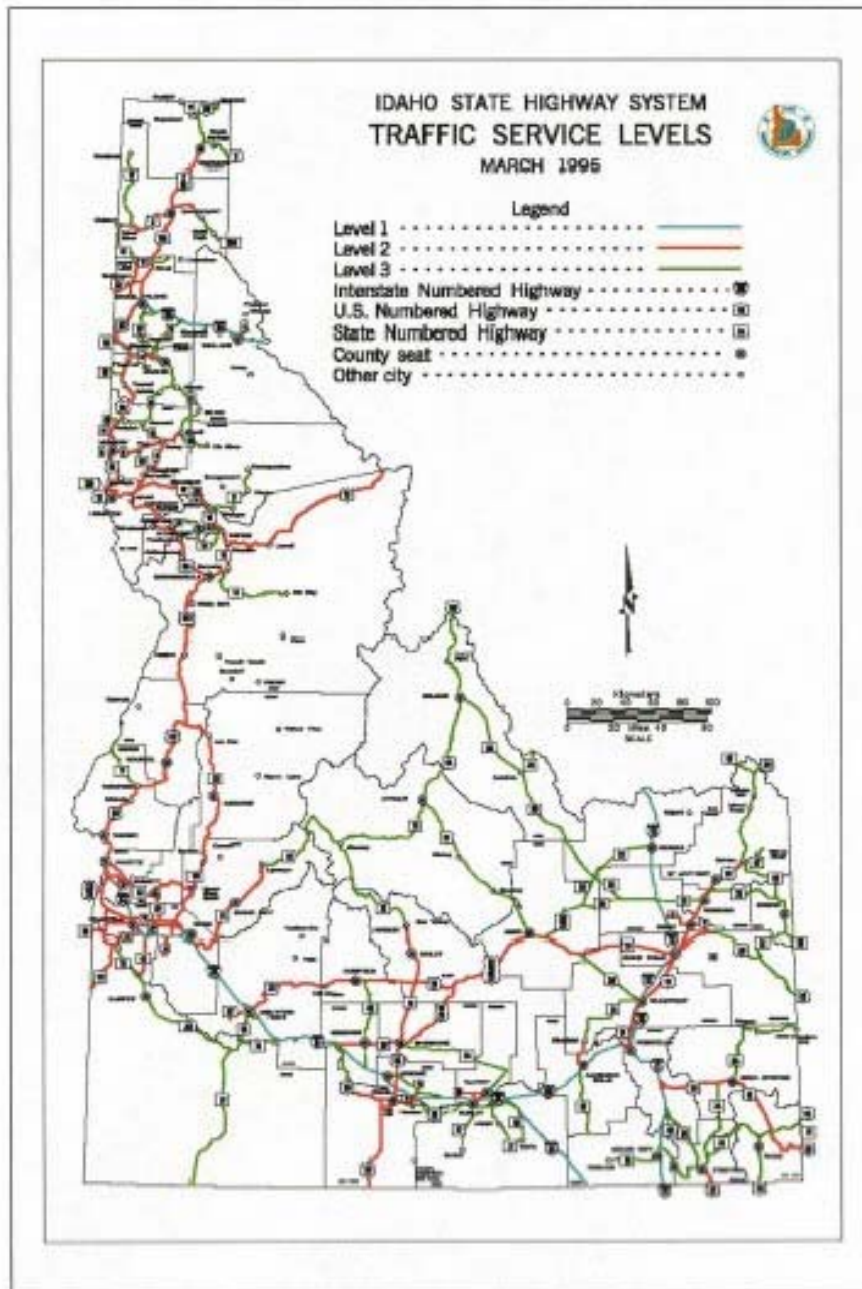
Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days.

AWARD TO BE ALL "OR NONE"

PAGE 2 & 3 MUST BE RETURNED WITH YOUR BID

	Work	Bid Amount
T	Total Bid Amount from Page One	\$
Bidder Acknowledgements: Work on guardrail installations and repairs shall commence upon receipt of a written "Notice to Proceed". The successful Contractor must be registered to receive payment from the Idaho Transportation Department. A Form W-9, Request for Taxpayer Identification Number and Certification, completed and signed by the contractor, is required for this purpose. Work cannot commence until the contractor has registered with the Idaho Transportation Department, Division of Highways. Direct specification questions to: Jon Harwood 208 772-1225		
Company:		Printed Name
		Signature
		Telephone
Mailing Address:		
City:	State:	Zip Code:

Figure 301.0-B
TRAFFIC SERVICE LEVELS



PROPOSAL

TO: IDAHO TRANSPORTATION BOARD
Idaho Transportation Department
Division of Highways

In compliance with your invitation for bids to be received: **November 10, 2004 @ 2:00 P.M., MST**. The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby proposes to furnish all materials, equipment and labor for the **Repair and Replacement of Guardrail and Terminals in Northern Idaho**, as directed at the designated areas, as per the specifications contained in Requisition Number **A-288970**.

On the acceptance of this proposal for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 10 days after the contract is presented for signature.

The bidder further agrees that if awarded the contract, work will be completed **as directed in Summary of Work Schedule**. In conformity with and subject to such extensions as may be authorized by the terms of "Determination and Extension of Contract Time," Subsection 108.06 of the said Standard Specifications

Accompanying this proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

By signature on this proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **CORPORATE** CONTRACTORS

Date _____, 2004

Name, Address and Phone Number of
Corporation: _____

Phone Number _____

Idaho Public Works Contractors License Number _____

Incorporated under the laws of the State of _____

Name & Address of President _____

Name & Address of Secretary _____

Name & Address of Treasurer _____

SIGNATURE

President, Vice President, etc...

State of _____, County of _____ ss

On this _____ day of _____, in the year _____, before

me _____, personally appeared _____,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the
corporation that executed the instrument or the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.

Notary Public for _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **PARTNERSHIP**

Date _____, 2004

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER

State of _____, County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be one
of the partners in the partnership of _____
(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing
instrument, and acknowledged to me that they executed the same in said partnership name.

Notary Public For _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date _____, 2004

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Owner")

Address

(Name & Title, as "Owner")

Address

State of _____ County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be the
person whose name is subscribed to the within instrument, and acknowledged to me that

_____ executed the same.
(he/she/they)

Notary Public For _____

Residing at _____

My Commission Expires on:

SUBCONTRACT REQUIREMENTS**PLUMBING, ELECTRICAL, HEATING & AIR-CONDITIONING WORK ONLY**

1. If the contractor intends to subcontract plumbing, heating, air-conditioning or electrical work, they must complete this form, giving the name, address, and Public Works Contractors License Number, for any and all Subcontractors who shall, in the event the Contractor secures the contract and subcontracts the plumbing, electrical, heating or air-conditioning work under the contract. Failure to complete this form as required shall render any such bid submitted by a contractor non-responsive and void.
2. Contractors not intending to subcontract any such work named in the preceding paragraph shall leave the appropriate spaces below blank or indicated by writing in the "work shall be" **none**.
3. Subcontractors named in accordance with the provisions of Paragraph 1 must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which the subcontractors is named.
4. The following are the names, addresses, and Public Works Contractors License Numbers, who shall do the following designated specialty, work under the prime and/or general contract should I/we be award the prime or general contract:

- a. Subcontractor for the **Plumbing** work shall be:

_____, Residing at
_____, Whose Idaho Public Works Contractor's
License # is _____

- b. Subcontractor for the **Electrical** work shall be:

_____, Residing at
_____, Whose Idaho Public Works Contractor's
License # is _____

- c. Subcontractor for the **HVAC** work shall be:

_____, Residing at
_____, Whose Idaho Public Works Contractor's
License # is _____

NOTE: (If Required) THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!

SPECIAL PROVISIONS - STATE-AID

I. APPLICATION

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:
The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination:
The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:
In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. LABOR PROVISIONS

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.